

## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post-office address, and citizenship are as stated below next to my name. I believe I am the original, first and sole inventor (if only one name is listed below), or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought by way of the application entitled:

"INTERACTIVE WIRELESS DEVICE COMMUNICATION SYSTEM FOR MEETINGS AND CONFERENCES"

which (check) \_\_\_\_\_ is attached hereto.  
\_\_\_\_\_ and is amended by the Preliminary Amendment attached hereto.  
☒ was filed on May 23, 2001 as Application Serial No. 09/864,479.  
\_\_\_\_\_ and was amended on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

**Foreign Application(s) and/or Claim of Foreign Priority**

I hereby claim foreign priority benefits under Title 35, United States Code Section 119(a)-(d), of any foreign application(s) for patent or inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below, and have also identified below any foreign application(s) for patent or inventor's certificate or an PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) on which priority is claimed:

APPLICATION NUMBER	COUNTRY	DAY/MONTH/YEAR FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
N/A			YES <input type="checkbox"/> NO <input type="checkbox"/>
			YES <input type="checkbox"/> NO <input type="checkbox"/>

**Provisional Application**

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE
N/A	

**U.S. Priority Claim**

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) or PCT international application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS (patented/pending/abandoned)
N/A		

**POWER OF ATTORNEY:**

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Arthur J. Behiel, Reg. No. 39,603

T. Lester Wallace, Reg. No. 34,748

## Send Correspondence to:

Arthur J. Behiel, Patent Attorney  
7041 Koll Center Parkway, Suite 280  
Pleasanton, CA 94566

## Direct Telephone Calls To:

Arthur J. Behiel  
Tel: (925) 485-9923  
Fax: (925) 461-0961

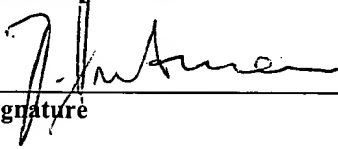
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Jens Horstmann

Citizenship: Germany

Residence: 3633 Vireo Avenue  
Santa Clara, CA 95051

Post Office Address: Same as above

  
Inventor's Signature

Date

July 11th, 2001

Full Name of Inventor: Matti Katajamaki

Citizenship: Finland

Residence: 1001 Tulip Drive  
Sunnyvale, CA 94086

Post Office Address: Same as above

Inventor's Signature

Date

Full Name of Inventor: Saeed Zarea

Citizenship: United States

Residence: 6019 Monteverde Drive  
San Jose, CA 95120

Post Office Address: Same as above

Inventor's Signature

Date

**Full Name of Inventor:** Susan Potter

**Citizenship:** United Kingdom

**Residence:** 1443 Kentfield Avenue #1  
Redwood City, CA 94061

**Post Office Address:** Same as above

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**Inventor's Signature**

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**Date**

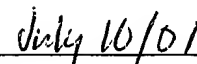
**Full Name of Inventor:** Miroslav Wiesner

**Citizenship:** USA and Canada

**Residence:** 1495 Park Avenue  
San Jose, CA 95126-2139

**Post Office Address:** Same as above

  
\_\_\_\_\_  
**Inventor's Signature**

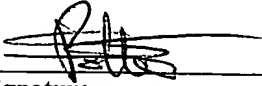
  
\_\_\_\_\_  
**Date**

Full Name of Inventor: Susan Potter

Citizenship: United Kingdom

Residence: 1443 Kentfield Avenue #1  
Redwood City, CA 94061

Post Office Address: Same as above

  
\_\_\_\_\_  
Inventor's Signature

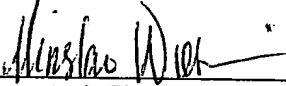
7/18/01  
\_\_\_\_\_  
Date

Full Name of Inventor: Miroslav Wiesner

Citizenship: USA and Canada

Residence: 1495 Park Avenue  
San Jose, CA 95126-2139

Post Office Address: Same as above

  
\_\_\_\_\_  
Inventor's Signature

July 16/01  
\_\_\_\_\_  
Date

## Send Correspondence to:

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Pleasanton, CA 94566

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Tel: (925) 485-9923  
Fax: (925) 461-0961

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Jens Horstmann

Citizenship: Germany

Residence: 3633 Vireo Avenue  
Santa Clara, CA 95051

Post Office Address: Same as above

Inventor's Signature

Date

July 11th, 2001

Full Name of Inventor: Matti Katajamaki

Citizenship: Finland

Residence: 1001 Tulip Drive  
Sunnyvale, CA 94086

Post Office Address: Same as above

Inventor's Signature

Date

August 30, 2001

Full Name of Inventor: Saeed Zarea

Citizenship: United States

Residence: 6019 Monteverde Drive  
San Jose, CA 95120

Post Office Address: Same as above

Inventor's Signature

Date



OPENGRID, INC.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms an agreement between me (*Saeed Zarea*), and OpenGrid, Inc., a Delaware corporation (the "Company"), which is a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively "Inventions") and I will promptly disclose all Inventions to Company. I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix B. If I use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company, Company will have and I hereby grant Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby waive such Moral Rights and consent to any action with respect to such Moral Rights by or authorized by Company. I will confirm any such waivers and consents from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to stockholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.


9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held

to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.**

Date: 3-25-2001

Employee

  
Signature

Saeed Zoser  
Name (Printed)

Accepted and Agreed to:

By: Sylvia Noland

Name: Sylvia Noland

Title: H.R. Specialist





## APPENDIX A

**Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

APPENDIX B

PRIOR MATTER

AB-1